



CITY OF LAKE FOREST

**REQUEST FOR PROPOSAL
FOR
PARK MAINTENANCE SERVICES**

FEBRUARY 6, 2015

CITY OF LAKE FOREST

REQUEST FOR PROPOSAL

The City of Lake Forest ("City") seeks proposals from qualified firms for Park Maintenance Services for its passive parks.

Responses must conform with the requirements of this Request for Proposal ("RFP"). The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Selection of the proposer will be made solely by the City on criteria determined by the City.

The use of the term "firm" throughout this document means individual proprietorship, partnership, limited liability company, corporation or joint venture.

By submitting a project proposal, the proposer agrees to all of the terms of the RFP and Agreement (Appendix A), unless exceptions to the RFP or Agreement are stated by the proposer in its project proposal. The successful proposer will be required to enter into an Agreement (Appendix A) which will include the requirements of this RFP as well as other requirements. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

1. ABOUT THE CITY

The City of Lake Forest is located in southern Orange County, California, in the area commonly referred to as the Saddleback Valley, with a population of approximately 82,000. It is the County's thirty-first city and the second largest city within the Saddleback Valley, encompassing 16.6 square miles. The City of Lake Forest's fiscal year begins on July 1 and ends on June 30.

The City was incorporated in 1991, operates under the Council/Manager form of government and is considered a contract city. The five Members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected annually from among the Council Members. The Council meets on the first and third Tuesdays of each month.

The firm's principal contact with the City of Lake Forest will be David Rogers, P.E., T.E., Public Works Maintenance Manager or a designated representative, who will coordinate the assistance to be provided by the City of Lake Forest to the proposer.

City Hall is located at 25550 Commercentre Drive, Suite 100, Lake Forest, California 92630. The telephone number is (949) 461-3400, and the fax is (949) 461-3511. The City website address is www.lakeforestca.gov.

2. PROPOSAL SCHEDULE

The schedule is as follows:

Mandatory Pre-Proposal Meeting	February 26, 2015, 2:00 p.m.
Proposals Due at City Hall	March 16, 2015, 4:00 p.m.
Oral Presentations/Interviews	April 6-8, 2015
Negotiations Complete/ Agreement signed by Proposer	May 6, 2015
City Council Selection*	June 2, 2015
New Contract Term to Begin	July 1, 2015

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. PROCEDURE FOR SUBMITTING PROJECT PROPOSALS

A. Time, Place and Format

Proposals must be received at City Hall no later than 4:00 p.m. on the date indicated in Section 2. Proposals received in the mail after 4:00 p.m. on the date indicated in Section 2, regardless of the date of their postmarks, will be rejected. Proposals must:

- not be folded, tabbed or bound
- show page numbers for all pages in the proposal
- include six (6) copies punched for a standard 3-ring binder. Place the copies in binder clips.
- be on 8-1/2"x11", 20-24 lb. white paper (do not submit covers)
- be submitted in one or more envelopes, each of which clearly:
 - ✓ states "Park Maintenance Services Project Proposal"
 - ✓ identifies the proposer
 - ✓ states the number of the envelope and the total number of envelopes submitted by the proposer

- the envelope must be addressed as follows:
City of Lake Forest
Attn: City Clerk
25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630
- The successful Proposer must submit the Scope of Work and Fee in electronic format (MS Word or other format acceptable to the City) in addition to the paper copy, upon request.

If hand delivered, address as above and deliver to the City Clerk receptionist on the first floor of City Hall.

Proposals must address the requirements of the RFP in the exact order set forth in Section 4. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Opening of Responses

All proposals will be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Appendix D.

4. DATA TO BE SUBMITTED WITH PROJECT PROPOSALS

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Letter of Transmittal

Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested. Also, state the Management Contact (Representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of the project).

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Summary Sheet

1. This section of the proposal must include a fully-completed copy of the Summary Sheet included with this RFP (Appendix B). The summary sheet is accessible electronically on the City's website at www.lakeforestca.gov/proposals.
2. Provide the name, title, experience and qualifications of the personnel who will be assigned to the project.
3. Provide the resumes of the Management Contact with the City and the Project Manager (person responsible for day-to-day work on the project).

D. Allocation of Resources

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services that distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project. Submittal of a project schedule is required as part of the Allocation of Resources.

E. Scope of Work

Proposals must address all items set forth in Section 5 "Scope of Work." Additional information that, in your opinion, should be included must be clearly identified. The items must be addressed in the order in which they appear in Section 5 of this RFP.

F. References

Each firm must include the following references:

1. List similar services performed as the prime contractor for all similar organizations/entities (not to include the City of Lake Forest) in the last five years and when performed. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.
2. List all similar public agencies (not to include the City of Lake Forest) for which contracts were terminated in the last three years. Show names of organizations, names, and telephone

numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

G. Certification of Proposals

Return a copy of the entire completed certification properly executed as provided for in Appendix C.

5. SCOPE OF WORK

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement.

The Scope of Work is expected to be completed annually for each year of the contract.

6. COST PROPOSALS

A separate, sealed Cost Proposal shall be submitted with the Project Proposal. The separate, sealed envelope shall be marked "Cost Proposal – Park Maintenance Services." The successful Proposer must submit an electronic copy of the cost proposal in MS Word, Excel or other format acceptable to the City in addition to the paper copy upon request.

7. GENERAL REQUIREMENTS

A. Personnel

The Agreement and Letter of Transmittal shall identify the Management Contact (representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of project). The successful proposer may change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

B. Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals

may be requested to make oral presentations as part of the evaluation process.

C. Right to Reject Proposals

The City reserves the right without prejudice to reject any or all proposals.

D. Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be posted on the City's website at www.lakeforestca.gov/proposals and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

E. Public Record

All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

F. Additional Services

The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

G. Conflict of Interest

By signing the Agreement, the successful proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

H. Confidential Information

The City shall refrain from releasing Proposer's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Proposer of its intention to release Proprietary Information. Proposer shall have five (5) working days after receipt of the Release Notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Proposer fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

8. VENDOR ASSESSMENT

Each vendor receives a performance assessment during the annual budget preparation cycle, at project completion, and during a contract amendment. In those instances where the contractor is providing a service which will be completed in one year or less, a review is performed at the completion of the project or contract. The Vendor Assessment is provided for in Appendix E.

APPENDIX A

AGREEMENT FOR CONSULTANT SERVICES

[The Agreement will be prepared by the City's Contract Administrator]

CITY OF LAKE FOREST

AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2014, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 25550 Commercentre Drive, Suite 100, Lake Forest 92630 ("City") and **[INSERT NAME]**, a **[INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY PARTNERSHIP, SOLE PROPRIETORSHIP, ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **[INSERT TYPE OF SERVICE]** maintenance services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for **[INSERT NAME OF BID DOCUMENT]** dated **[DATE OF BID DOCUMENT]** which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing **[INSERT TYPE OF SERVICE]** maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **[INSERT NAME OF PROJECT AND CONTRACT NUMBER, IF APPLICABLE]** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **[INSERT TYPE]** maintenance services necessary

for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. **[INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE:** Additionally, Contractor shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."]

3.1.2 Term. The term of this Agreement shall be from [INSERT START DATE] to [INSERT ENDING DATE], unless earlier terminated as provided herein. [INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE YEARS; OTHERWISE, ALWAYS DELETE: The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than [INSERT NUMBER] additional one-year terms.] Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **[INSERT NAME AND TITLE]**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the

Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **[INSERT NAME AND TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection

and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **[INSERT If or Since -- ALWAYS DELETE THIS NOTE]** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **[INSERT if or since -- ALWAYS DELETE THIS NOTE]** the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.11 Bonds.

3.2.11.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time,

terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.11.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.12 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.12.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Lake Forest Local Implementation Plan ("LIP") and the applicable Water Quality Management Plan ("WQMP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

A copy of the LIP is available on the internet at:

http://www.lakeforestca.gov/depts/pw/water/local_implementation_plan_%28lip%29.asp

More information on the applicable WQMP is available on the internet at:

[http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_\(wqmp\).asp](http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_(wqmp).asp)

3.2.12.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in "Appendix A" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT]** DOLLARS (**\$(INSERT NUMBER)**) without written approval of City's **[INSERT TITLE]**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement

date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City. For agreements in excess of \$30,000.00, the City Manager may, on an annual basis, approve additional work, provided the total Agreement compensation, including the cost of additional work, does not exceed 10% of the original Agreement compensation as set forth in Section 3.3.1, for a total increase of \$XXX *****NOTE: 10% of the original Agreement compensation*****. Any additional work in excess of this amount shall be approved by the City Council.

[Small Dollar – Insert this in place of second to last sentence, otherwise delete:
The City Manager may approve Extra Work not to exceed a total contract amount of thirty thousand dollars (\$30,000). Any Extra Work which causes the total contract amount to exceed thirty thousand dollars (\$30,000) shall be approved by the City Council.]

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

[INSERT BUSINESS NAME]
[INSERT STREET ADDRESS]
[INSERT CITY STATE ZIP]
Attn: [INSERT NAME AND TITLE]

City:

City of Lake Forest
25550 Commercentre Drive
Lake Forest, CA 92630
Attn: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Harassment Policy. Contractor shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Contractor shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Contractor's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.5.4 Fraud Policy. Contractor shall provide a copy of the City's Fraud Policy to each of its employees assigned to perform the tasks under this Agreement. Contractor shall submit to the City's Personnel Manager a statement signed by Contractor and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Fraud Policy and certifying that they have read the Fraud Policy. A finding by the City that any of Contractor's employees have committed fraud against the City shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.8 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.12 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.14 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any

assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.16 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.17 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.18 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.20 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.21 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.22 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in

accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.23 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.24 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF LAKE FOREST

[INSERT NAME OF CONTRACTOR]

By: _____
Mayor or City Manager

By: _____
[INSERT NAME AND TITLE]

[If Corporation, TWO SIGNATURES, President
OR Vice President **AND** Secretary **OR**
Treasurer REQUIRED]

ATTEST:

By: _____
Stephanie D. Smith, MMC
City Clerk

By: _____
[INSERT NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

The work shall include furnishing all labor and equipment necessary to maintain City parks. Duties include, but are not limited to, trash collection, cleaning of city property, maintaining turf, ground cover, shrubs, vines, and trees, maintaining and repairing irrigation systems, maintenance of drainage facilities, providing weed and pest control, power washing playground equipment, removing graffiti, cleaning/repairing/painting picnic tables, trash enclosures, gazebos, restroom facilities, doggy bag containers and supplies, and other park appurtenances and facilities. Duties also include furnishing and installing new equipment, including but not limited to, park furniture, drinking fountains, BBQ's, backflows, storm drain lids and covers, playground fibers, and other equipment and/or material as necessary or as directed.

Scheduling of Work

The Contractor shall provide the Public Works Maintenance Manager and Landscape Inspectors with a weekly schedule submitted the Friday before the week of the scheduled work.

General/Daily Maintenance

Unit price for Proposal Item #1 shall be inclusive of the following tasks:

1. The daily removal of all trash such as paper, cans, bottles, broken glass, animal feces, and any out-of-place or discarded items
2. The daily emptying of recycle containers before noon, and delivery of recycle items to the proper recycling facility
3. The daily refilling of doggie bag dispensers before noon
4. The daily removal of any dead plant material
5. The daily removal of fallen plant material such as hanging or fallen tree limbs, leaves, branches, and tree bark
6. The Contractor shall dispose of all material that is picked up during cleaning in a lawful manner. All green waste must be disposed of and landfill diversion reports submitted to the City. These reports shall include the name and location of the facility used for disposal.
7. Clean, rake, and level playground wood chips daily.

8. Clean, rake and level play sand daily. The refilling of sand pits/areas is part of the contract and no further/additional compensation shall be granted for this work.
9. Daily removal of graffiti from plastic and metal surfaces. The graffiti shall be removed by cleaning or painting as directed by the City.
10. Daily removal of leaf litter or other debris from sports courts.
11. Daily removal of spider webs, bird droppings, tape, and other foreign material from benches, tables, light fixtures, drinking fountains, gazebos, park buildings and playground equipment.
12. Daily cleaning, minor touch up painting and minor repairs of park appurtenances including, but not limited to, gazebos, walls, picnic tables, trash enclosures, drinking fountains, park signs, exercise and playground equipment, light poles, information kiosks, bicycle racks, and park benches. Minor repairs include, but are not limited to, tightening loose bolts and screw, unclogging drinking fountain drains, and other minor work. Major repairs and full/major repainting will be part of extra work at an additional cost to be determined by the City.

Specialty Areas

All play and sports equipment shall be inspected for vandalism, safety hazards, and serviceability daily. Deficiencies shall be reported immediately to the Landscape Inspector. Play equipment and select concrete areas shall be pressure-washed as necessary or as directed, but no less than once per month.

1. Sand Areas

- A. These areas shall include, but are not limited to, tot lots, play areas, and volleyball courts.
- B. All areas shall be raked and maintained weed free on a daily basis.
- C. By the 10th of each month, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand, but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level.
- D. Sand shall be replenished as necessary, but not less than monthly, to maintain the optimum level in each area. This is generally six (6) inches below the top of the concrete curbing, but will be dependent upon play equipment footings and

the final level shall be determined by the Landscape Inspector for each area. Replacement sand shall be at least equivalent to #25 sieve Silica sand (standard designation of rock product suppliers to denote a type and cleanliness of sand) or the same as existing sand. The Landscape Inspector will make the final determination. A maximum of 11" below slides shall be kept to comply with the Consumer Product Safety Guidelines for playgrounds. The refilling of sand pits/areas is part of the contract and no further/additional compensation shall be granted for this work.

- E. All sand areas shall be raked level and free of any foreign debris on a daily basis. Sidewalks adjacent to tot lots shall be swept daily, as required. Sand found on resilient rubber surfaces shall be swept or washed back into sand play areas on a daily basis.
- F. If at any time, due to inclement weather or other causes, the sand court areas become flooded and there is standing water, it is the Contractor's responsibility to remove water immediately.

2. Engineered Wood Fiber/Playground Chips

- A. Rototill all Engineered Wood Fiber areas monthly by the 10th of each month or when instructed by the Landscape Inspector.
- B. All areas under play equipment shall be leveled on a daily basis. Contractor may be required to refill these areas and shall receive additional compensation as determined by the City.
- C. All wood fiber/playground chip areas shall be kept weed free on a daily basis.
- D. All areas shall be kept trash and debris free on a daily basis.
- E. If at any time, due to inclement weather or other causes, the Engineered Wood Fiber areas become flooded and there is standing water, it is the contractor's responsibility to remove water immediately.
- F. No foreign material will be allowed to mix with the engineered wood fiber (i.e., sand, soil, etc.).

3. Rubberized Surface Areas

- A. All areas shall be maintained weed free on a daily basis
- B. All areas shall be kept trash and debris free on a daily basis

- C. All areas shall be cleaned daily. The method of cleaning is to be determined by the Landscape Inspector but can include, but is not limited to, the use of water, broom, gas blower, and pressure washer. Any damage shall be reported to the City immediately. Contractor may be required to repair the damaged area and shall receive additional compensation as determined by the City.

4. Hard Surface Areas

- A. These areas shall include concrete sidewalks, tennis courts, handball courts, basketball courts, bicycle trails, asphalt concrete (A.C.) walkways, etc.
- B. All areas shall be swept daily to remove all deposits of silt and/or sand and glass, or other hazardous materials and substances.
- C. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Contractor is required to report all potential sidewalk trip hazards with fluorescent orange paint and will be required to grind lifted sidewalk lips more than $\frac{3}{4}$ inch high.
- D. Cracks and crevices shall be kept free of weeds at all times. The Contractor may be required to fill these cracks and crevices with suitable material approved or supplied by the City and may receive additional compensation as determined by the City.
- E. Special emphasis shall be placed on chemical edging along asphalt and decomposed granite walkways to prevent damage by vegetation. All such damage shall be repaired at the Contractor's expense.
- F. Walkways composed of decomposed granite (DG) shall be raked and leveled daily and weed free. Irrigation overspray needs to be minimized. If refilling is necessary, the Contractor may be required to refill with suitable material approved by the City at an additional cost.

5. General Facility Operations

- A. All drinking fountains shall be kept clean and operational at all times.
- B. Minor repairs, including but not limited to, unclogging drains, replacing damaged or broken parts, shall be included in the proposal price for these services at no additional cost.
- C. All repairs shall be completed within twenty-four (24) hours after damage is

reported or noticed.

- D. Every instance of damage shall be reported to the Landscape Inspector.
- E. Should damage be repetitive, the Landscape Inspector will evaluate replacement with a more damage resistant model. The Contractor may be directed to furnish and install new equipment and the Contractor shall receive additional compensation as determined by the City.
- F. All sidewalks within each park shall be swept or blown or cleaned daily, if necessary or as directed by the City, to remove any glass or heavy debris. In addition, all sidewalk areas shall be thoroughly cleaned every week on the day the area is mowed. If inclement weather is present (i.e., rain) then once a week.
- G. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as directed by the City. All light fixtures, tables and benches will be cleaned daily or and on an as-needed basis.
- H. All leaves, paper, and debris shall be removed from landscaped areas and disposed of off- site daily.
- I. All barbecue grills shall be emptied of all ashes daily by noon, or more often as determined by the City.
- J. All security and sports area lighting shall be inspected weekly, and damaged or malfunctioning equipment shall be reported to the Landscape Inspector. The Contractor may be directed to furnish and install new lighting equipment and shall receive additional compensation as determined by the City.
- K. At no time will the Contractor be allowed to blow grass cuttings/debris into public streets or gutters. Debris generated from adjacent maintained landscape areas shall be the responsibility of the Contractor to remove by blowing, sweeping or vacuuming as necessary.

Failure to comply with the scope of work related to General/Daily maintenance shall result in a performance deduction in the amount of \$400 per day per missed task.

Weed Control

General Information: Contractor will use chemical control only as necessary and after exhausting any other methods according to the basic Integrated Pest Management Control (IPMC) Methods available.

The unit price for Proposal Item #2 shall be inclusive of the following tasks:

1. All weeds shall be removed upon sight. Planters, non-concrete walkways, i.e.: decomposed granite, natural soil and asphalt, sidewalk expansion joints, planting beds, curbs and gutters shall be kept free of grass and weeds at all times.
2. Turf grass shall be kept weed free at all times. Chemical control is a maintenance tool and the cost will not be reimbursed as extra work by the City.
3. When requested by the Landscape Inspector, the Contractor shall spray weeds with herbicide for weed control at no additional cost to the City if control is not maintained as specified in this section. **Preventive weed control is the responsibility of the Contractor. Any pre-emergent herbicide used will be considered a management tool and the cost will not be reimbursed as extra work by the City.**
4. Monthly, the Contractor shall complete and furnish copies of an herbicide application log to the City. This log requires copies of the chemicals labels, MSDS sheets, and recommendations. These logs are in addition to the annual schedule provided to the City at the beginning of the contract.
5. The Contractor shall submit a report naming the herbicide proposed for use, where and how it is to be applied, and a copy of the product label and any applicable M.S.D.S. (material safety data sheets) sheets to the City before use begins. Contractor is responsible for the proper signage to be placed around the perimeter of the proposed treatment area at least 24 hours before application. Perimeter signs and an A frame barricade with the name and contact information of the company, name of the chemical being use, the area being treated, and type of weed treated shall be posted on the day of application at the center of the area being treated. No chemicals applications shall be done if park users are present.
6. The Contractor shall be responsible for the results of application of all herbicides and chemicals. Plants killed or severely damaged by the use of herbicides shall be replaced at no cost to the City, with the nearest size nursery stock available to the size of the dead or severely damaged plant. The soil in the area of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. The treatment and materials must be approved by the City and shall be furnished at no cost to the City. All replacements must be made within fifteen (15) days upon discovery by the Contractor and/or the City.
7. Weed Control of Paved Surfaces: Contractor shall be responsible for controlling, by

mechanical (above 1 inch in height) or chemical means 1 inch and below in height), weeds growing in cracks, or expansion joints, and areas contiguous to the City Public Landscape. No dyes shall be used when applying liquid weed control to paved surfaces.

8. Weed Control of Landscaped Areas:

A. The contractor is required to maintain all maintenance areas free of weeds at all times, and a regular program of chemical application shall be used to prevent weed growth, supplemented by hand removal of noxious weeds or grasses as necessary. Weeds allowed to grow taller than two inches will be removed by hand and not sprayed. Any "non-target" or "desirable" plant material unintentionally sprayed or removed during manual weeding shall be replaced at contractor's expense.

1) A contact herbicide shall be employed to control broadleaf weeds as required to maintain turf in a completely weed free condition without injury to turf.

a. Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.

2) In addition, turf grass areas shall be treated as follows:

a. Between January 15 and February 15, a pre-emergent crabgrass control shall be applied to all turf areas.

b. Twice per year, in December and June, a broad spectrum fungicide (such as Actizone RZ) shall be applied at the manufacturer's recommended coverage rate.

B. All restricted chemicals to be used to control weeds shall be approved by the Public Works Manager or Public Works Landscape Inspector prior to use. A written recommendation of the proposed restricted chemicals to be used, prepared by a licensed California Pest Control Advisor accompanied by a Notice of Intent to apply restricted/non-restricted materials form prepared by a licensed Pest Control Operator shall be submitted to the Public Works Manager a minimum of 14 days prior to intended use. Additionally, Contractor shall notify the Orange County Department of Agriculture a minimum of 48 hours prior to intended use. No work shall begin until Landscape Inspector's approval is obtained.

1) Written recommendation shall include the following information:

a. Owner or operator of the property to be treated;

- b. Location of property to be treated;
 - c. Commodity, crop, or site to be treated;
 - d. Total acreage or units to be treated;
 - e. Identification of weed(s) or pest(s) to be controlled by recognized common name;
 - f. Name of each herbicide or device recommended or description of method recommended;
 - g. Dosage rate per acre or other units;
 - h. Warning of the possibility of damages by the application from hazards that are known to exist; and,
 - i. Signature and address of the person making the recommendation, the date, and the name of the employer.
- 2) Chemicals shall be applied only by persons possessing a valid California Pest Control Operators License in the appropriate category. Application shall be in accordance with all governing regulations. Records of all written recommendations and operations stating dates, times, methods of application, approved Notice of Intent to apply restricted/non- restricted materials, weather conditions at the time of application, and applicator's name shall be made and retained in an active file for a minimum of 1 year . or until the contract is terminated, whichever is longer. The Public Works Manager and Public Works Landscape Inspector shall have access to those files at any time and the contractor shall submit copies of the records to the City on a monthly basis as required by State of California regulations. required . After this period, they shall be retained in accordance with Orange County Department of Agriculture Regulations.
 - 3) Contractor shall calibrate all chemical application equipment prior to each use to insure chemicals are applied at the rate specified in the written recommendation.
 - 4) All rubber hoses shall be made of neoprene rubber or equivalent material; shall be free of cracks; shall not be weathered, worn, or rotted; and shall be equipped with quick connectors or fittings which shall provide a water tight connection to prevent any leakage of chemicals from the point of connection to spray equipment.
 - 5) All pressurized spray equipment, when in use, shall be kept in a state of good repair, safe to operate and shall be equipped with appropriate pressure relief valves. All spray nozzles shall be free of any foreign particles to allow proper control of rate, uniformity, thoroughness, and safety of application.
 - 6) All chemical spraying operations shall be performed under acceptable climatic

conditions to be determined by the Landscape Inspector in such a manner to limit drift to twelve (12) inches. All precautionary measures necessary shall be employed to insure public safety since all areas will be open to public access during application.

- 7) All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants, or animals from residue of materials previously used in the equipment. Equipment shall be cleaned in accordance with the procedure recommended on the label.
- 8) Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.
- 9) The Contractor shall not be allowed to use the restricted chemicals 2,4-D and Dicamba without submitting a written recommendation by a California Pest Control Advisor.
- 10) Prior to application, Pest Control Operator shall read product label, identify pests in area to be sprayed, and identify environmental hazards such as waterways, eating and food preparation areas, sensitive ornamentals, production agricultural sites and take all precautionary measures necessary to prevent contamination of these areas.
- 11) Equipment used to apply 2,4-D and Dicamba shall consist of waterproof gloves, waterproof boots, respirator, coveralls, goggles, accurate measuring device, and spray equipment. To minimize drift, a spray thickener may be required.
- 12) Operator shall not apply 2,4-D or Dicamba during excessively hot, dry, or windy periods. Irrigation systems shall not be operated for a minimum of 24 hours after chemicals have been applied. Operator shall spray all target plants to wet. Chemicals shall be applied within the drip line of any ornamental shrub. Large mature weeds should not be sprayed.
- 13) Upon completion of 2,4-D or Dicamba chemical spray application, the area
14. Treated should not be re-entered until the spray has dried. Contractor shall be responsible for any on-site signage, posting as well as monitoring access during the chemical drying period.

Failure to comply with the scope of work for weed control shall result in a performance deduction of \$400 per day per incident. Extra work for weed control not included in the extra work proposal schedule shall be included on a time and materials basis.

Turf Grass Maintenance

Mowing

Unit price for Proposal Item #3 shall be inclusive of the following tasks:

1. All turf areas shall be mowed once per week throughout the contract. Exact dates shall be set on an annual calendar to provide 52 mows per year. The "1/3" rule (no more than one-third of the total length of the leaf blade shall be removed with any single mowing shall be followed as closely as possible to minimize mowing stress to the turfgrass.
2. Work shall be performed on the same day each week. At the beginning of the contract, the initial weekly schedule for the year must be submitted and any changes must be approved by the Public Works Manager or Public Works Landscape Inspector prior to implementation.
3. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within three working days. If adverse weather or ground conditions persist, the Landscape Inspector may change/amend the annual schedule. If a scheduled mowing is missed for any reason, the Contractor shall issue a credit of a type and nature as directed by the City for this missed work. At the City's discretion, this credit may be used to complete other work or provide other services or be a dollar credit towards the cost of the contract.
4. Cutting heights shall be adjusted to the type of grass in accordance with the following:

Bluegrass and Fescue	(June through September)	3 inches
	(September thorough May)	2 inches
St. Augustine	(Year Round)	2 inches
Bermuda	(Year Round)	1 inch

5. All warm season grasses, including Bermuda, Kikuyu and St. Augustine, shall be mowed with a power-driven 7-blade reel type mower. Bluegrass and Fescue may be mowed with either power-driven reel type or rotary type mowers. All equipment shall be adjusted to the proper cutting heights. The mowers shall be maintained and sharpened to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.
6. When conducting "rotary type" mowing activities in City Parks a mulching deck rotary mower shall be utilized. Contractor shall take special care to completely

mulch all grass clippings so as not to leave corn rows or piles of clippings behind. If clippings cannot be completely mulched then they will need to be removed the same day they are cut.

7. All trash and paper products shall be removed before mowing begins and will not be run over by mowing equipment. All grass, leaves, and other debris shall be removed and disposed of off-site, in a lawful manner, at the completion of mowing.
8. All portable obstructions, such as picnic tables and trash containers, shall be moved in order to mow all portions of turf. Any portable obstructions moved shall be put back in place after the mowing is complete.
9. All walkways, roadways, trails, or other areas dirtied by mowing operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.
10. Irrigation: A regular, deep watering program shall be accomplished to give the best results. The established turf should not be allowed to dry beyond 50% of the soil water holding capacity between watering. At a minimum, omit irrigation the night prior to turf mowing. Contractor shall not irrigate Friday night, Saturday morning, Saturday night or Sunday morning unless absolutely necessary. Contractor shall obtain approval from the Public Works Manager or the Public Works Landscape Inspector before any weekend watering occurs.
11. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as irrigation heads, irrigation valve boxes, quick couplers/boxes, electrical boxes or fixtures. Do not mow areas that are wet. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, or damages incurred, Contractor will immediately schedule repairs at their expense.

Renovation, Aeration, and Dethatching

1. All turf areas shall be aerated four (4) times per year in January, April, July and October to reduce compaction/ stress conditions, which will offer greater water penetration and reduce runoff. In those areas, when soil condition is poor, top-dress may be required by the Public Works Manager or Public Works Landscape Inspector.
2. Aeration shall be accomplished by removing 3/4" diameter by three-inch deep cores at a maximum spacing of six inches by use of a mechanical aeration machine. Contractor shall aerate entire area first in one direction (east to west), then repeat the operation in the opposing direction (north to south). All cores shall be removed

from the turf and disposed of off-site the same day. Contractor shall be responsible for the marking of all irrigation heads, valve boxes, quick coupling boxes, electrical boxes, and any other in ground equipment that could be damaged by the Aerator tines. Should any of the above equipment get damaged during the aeration process contractor shall be responsible for immediate replacement and repairs at contractor's expense.

3. All turf areas shall be dethatched once per year between September 15 and October 15 or as directed by the Public Works Manager or Public Works Landscape Inspector.
 - A. Dethatching shall be accomplished by use of "vertical cut type" dethatch machine. The vertical cutting machine shall be set at a depth to penetrate the soil ½ inch. Immediately after dethatching operations with a verticutter, the area will be aerated. These two processes will be followed by motor driven vacuum to remove all grass clippings and thatch.
 - B. All thatch and debris shall be picked up and disposed of off-site prior to the end of the work day. After clean-up, mow turf at regular cutting height.
 - C. All walkways, roadways, trails, landscaped areas, or other areas soiled by dethatching operations shall be cleaned and all debris disposed of off-site prior to the completion of this operation or the end of the day, whichever occurs first.

Refurbishment of Turf Grass

Turf areas which have thinned out due to the shading effect of trees and structures, and by foot traffic will be reseeded with an approved grass seed to restore thinning areas. Contractor shall re-sod 50,000 square feet of turf grass area on an annual basis. The City shall determine the locations and quantities for re-sodding efforts. The cost for this sod shall be included in the various proposal items and no additional compensation shall be allowed.

Winter Overseeding of All Turf Areas

1. Upon the completion of dethatching all creeping-type grass areas in the fall, winter over seeding of all turf areas will be required. All Bermuda grasses will be lowered in two continuous stages by mowing with mowers that have sharp, properly adjusted cutting units. This process will be done until grass height is at 1/2". After the Bermuda grass is lowered, the entire area will be vacuumed. Contractor shall sow perennial rye grass at the rate of 10 lbs. per 1000 square feet or as approved by the Public Works Manager or Public Works Landscape Inspector. Top dressing may be required by the Landscape Inspector as needed on areas that appear not to had

been properly prepared or that seed is not germinating properly at no additional cost.

2. City Parks that have multi type grasses (i.e.: Kikuyu Grass, Fescue Grass, Bermuda Grass, Blue Grass, etc.) will be over seeded using the "Imperial Blend" grass seed or an approved equal at the rate of 10 lbs. per 1000 square feet or as approved by the Public Works Manager or Public Works Landscape Inspector.
3. Fertilize all grass areas to be over seeded. Broadcast 6-20-20 fertilizer at the rate of 6 lbs. per 1000 square feet or approved equal. Apply fertilizers by constant flow P.T.O. driven rotary spreaders when applicable or walk behind cyclone spreaders in smaller areas.
4. Perform reseeding operations when soil is dry and when winds do not exceed 5 miles per hour velocity. Apply seed with a rotary or drop type spreader. Install seed evenly by sowing equal quantities in two directions, at right angles to each other.
5. Cultivate bare areas and aerate compacted areas thoroughly. Where substantial, but thin turf remains, rake, aerate if compacted, and cultivate soil.
6. Remove diseased or unsatisfactory turf areas; do not bury into soil. Remove top soil containing foreign materials, i.e., gas/oil drippings, stones, gravel, debris, etc.
7. Topdressing, when applicable, shall be applied with materials and methods approved by Public Works Manager and Public Works Landscape Inspector.
8. Maintain over seeded turf areas until successful seed germination and complete establishment of turf has taken place. Over seeded areas will be maintained until inspection and acceptance by the City representative.
9. After preparation and over seeding have been completed, the area will be watered. Watering will be three (3) to four (4) times each day, or as necessary in combination with appropriate run time sufficient to maintain even moisture at a depth of 1/2" during daylight hours. Soil probes shall be used and water shall not be allowed to puddle. Normally, for rotor heads no more than one rotation is necessary and for pop up heads no more than one minute at a time is necessary. The purpose is to maintain humidity not to keep the soil wet.
10. When the perennial rye grass approaches a height of 2" to 4", the first mowing will be done. The grass clippings will be checked for root pulling on the first pass or two. If this happens, the Contractor will readjust his/her mowers and check the blades for sharpness. Contractor may use rotary mowers on over seeded turf.
11. The rye grass over seeding will be completely established by November 1.

12. After first mowing, and subsequently thereafter, fertilize with 1 lb. N/1000 S.F. through the winter fertilization period.

Summer Overseeding of All Turf Areas

1. All turf areas shall be reseeded with Imperial Blend seed in the summer to reestablish turf to an acceptable condition as determined by the Public Works Landscape Inspector.
2. Reseeding shall be performed in accordance with the following criteria:
 - A. All areas to be reseeded shall be raked or verticut to remove all thatch and to provide a rough (scarified) seedbed suitable for seeding, if necessary.
 - B. Areas to be reseeded shall be fertilized to provide ½ pound of nitrogen per 1,000 square feet. Chemical formulation of fertilizer to be used shall be 10-10-10 unless otherwise specified by the Public Works Manager or Public Works Landscape Inspector.
 - C. Grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeded. Seed quality shall meet the following criteria:
 - 1) Minimum purity shall be 98% weed free for all grasses.
 - 2) Minimum germination rate shall be 85% for all grasses.
 - 3) No seeds shall be applied without prior verification of seed quality by the Public Works Landscape Inspector.
 - 4) All seeding equipment shall be calibrated to deliver the desired seeding rate for the specific species or seed mixture to be used prior to each reseeded operation.
 - 5) Once seed has been applied, Contractor shall cover all seed and firm the soil with a water ballast roller either empty or partially filled depending upon soil conditions. Seed shall be lightly covered with mulch to prevent erosion and reduce evaporation of soil moisture on all bare areas.

Edging

1. All turf grass borders shall be neatly and uniformly edged or trimmed on the same schedule as the mowing operations, unless otherwise specified. String trimmers will

not be permitted. All edging is to be completed with a fixed blade edger.

2. Mechanical methods shall be used except where physically impossible, impractical, or around trees. Turf growth around all trees shall be controlled by chemical application, not to exceed a 6" distance from the trunk.
3. Chemical application shall also be used on areas such as along asphalt, concrete and decomposed granite trails/paths, around sports field equipment, fence lines, etc., but not on the field areas. Do not use around sprinkler heads, valve boxes, electrical boxes or along sidewalks.
 - A. Prior to application of chemicals, all areas shall be trimmed to the proper mow heights.
 - B. Contractor shall use only non-restricted chemicals to perform chemical edging. Chemicals shall be approved by the City prior to use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the City a minimum of fourteen (14) days prior to intended use. An Agriculture DPTD HazMat form shall be provided by the City along with the Chemical name, label and MSDS sheet No work shall begin until written approval is obtained from the Public Works Manager or Public Works Landscape Inspector.
 - C. Chemicals shall be applied only by persons possessing a valid California Pest Control Operator's License or Qualified Applicators Certificate. Records of all chemical application operations, authorizations stating dates, times, methods of applications, chemical formulations, weather conditions at the time of application, and applicator's name shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Orange County Department of Agriculture regulations.
 - D. Chemical edging shall be restricted to a four-inch wide strip around buildings, planters, concrete and decomposed granite asphalt trails/paths, and other projections, a six inch radius around tree trunks, and an eight inch wide strip around sports field equipment and fence lines.
 - E. Chemical edging shall be performed a minimum of once every 60 days.
4. All walkways, roadways, trails, or other areas dirtied by edging operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's edging operations or by the end of the day, whichever occurs first.

Failure to comply with the scope of work for turf grass maintenance shall result in a performance deduction of \$400 per day per incident. Extra work for turf grass

maintenance not included in the extra work proposal schedule shall be conducted on a time and materials basis.

Landscape Maintenance

Unit price for Proposal Item #4 shall be inclusive of the following tasks:

Trees

Tree maintenance shall be conducted on a limited basis and only upon request by the City. Payment shall be made by the unit proposal price for tree trimming in Proposal Schedule C.

1. Trees shall be pruned according to the following criteria:
 - A. Designated broadleaf trees (as needed)
 - B. Designated conifers (as needed)
2. Trees shall be pruned as required to remove broken or diseased branches, to allow for public use access, maintenance access, and for safety. It shall be the Contractor's prime pruning responsibility to conduct a pruning program which will ultimately develop natural tree scaffolding, strength, and appearance consistent with the intended use. Before any work commences, the Contractor will prune one (1) typical tree of each different species scheduled for pruning as an example. Any necessary corrections to the example, as determined by the Public Works Manager or Public Works Landscape Inspector, shall be made prior to proceeding with production work. All major pruning operations shall be scheduled and approved by the Public Works Manager before work begins.
3. All trees located within the public landscape maintenance area shall be included and scheduled for a three (3) year cycle.
4. Tree stakes, ties, and guys shall be checked and corrected as needed by the Contractor. Ties will be adjusted to prevent girdling. Unneeded stakes, ties, and guys of trees planted after one year, shall be gradually loosened and ultimately removed. Broken stakes shall be replaced as required.
5. Topping, tip pruning, or pollarding trees will not be allowed. Pruning shall be done by those experienced and skilled in pruning techniques (i.e., under the continual supervision of a certified arborist). All cuts shall be done using proper arboricultural and horticultural practices. Dressing wounds will not be allowed.

6. Trees shall be pruned along sidewalks to allow a minimum nine (9) foot clearance. To accommodate vehicular and equestrian traffic, clearance along curbs and trails shall be a minimum fourteen (14) feet.
7. Contractor shall perform minor tree surgery as required.
8. Ailing or stunted trees which fail to meet expected growth expectations shall be brought to the attention of the Public Works Manager or Public Works Landscape Inspector.
9. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. If there are doubts or questions, contact the Public Works Landscape Inspector. Tree suckers shall be removed as needed.
10. Lower branches can be removed only after tree is able to stand erect without staking or other support.
11. All holes from removed trees shall be filled and refilled until grade level with surrounding soil is maintained.
12. The Contractor will be responsible for staking and tying trees, as well as removing stakes and ties.
13. During the fall season, the Contractor shall provide weekly pick-up of fallen leaves after the initial request to begin is given by the City.
14. The Contractor shall remove all accumulated debris from pruning, trimming, and other tree maintenance during that same working day.
15. If City requested, and if trees are not pruned by the specified date, the Contractor shall be issued a Performance Deficiency Notice, unless the Contractor submits an acceptable written request to the City stating the reason they cannot complete the pruning by the stated date and by what date the pruning service will be completed.
16. A log of tree removal and replacement will be kept by the Contractor stating where and when the trees were removed and replanted, species, site, and approximate location with GPS coordinates.
17. Any individual dead limb or branch, detached or not, is a safety hazard and will be removed as needed by the Contractor.
18. Any plants broken, damaged, and/or uprooted as a direct result of storm damage, wind damage, accident or vandalism, shall be trimmed, replanted or replaced, and

debris removed within twenty-four (24) hours of notification. City authorization, by the Public Works Landscape Inspector, shall occur if plant replacement is required. Any debris blocking roadways or parking areas shall be removed within one (1) hour of notification to Contractor. The Contractor shall call the Public Works Landscape Inspector to confirm the damage, prepare a material request and estimate of plant material replacement based on contract unit prices. After receiving authorization, the Contractor will submit an invoice with the monthly statement for additional labor and applicable materials. The City will use the quoted extra labor charges, submitted with the proposal, for reimbursement. Should damage occur during normal business hours, the contractual labor force will be used and no additional charges will be approved.

19. The Contractor will replace and be held liable for any damages done to trees due to poor management procedures (i.e., improper staking, damage done by not removing tie wires, improper pruning, mower damage, chemical damage, etc.).
20. If, in the opinion of the Public Works Landscape Inspector, the newly planted tree dies as a direct result of neglect, inadequate care, or inadequate maintenance, the replacement item and required labor shall be provided by the Contractor at no cost to the City. This includes material newly planted and material which has been planted. Replacement must be of comparable size and species.
21. All trees shall be trimmed to prevent encroachment onto private property.
22. Pruning procedures and pruning criteria shall follow International Society of Arboriculture (ISA) Standards and any additional pruning standards established by the City at the beginning of the contract.
23. Safety
 - A. All structural weakness such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to the Public Works Landscape Inspector.
 - B. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways and walkways.
24. All trimmings and debris shall be cleaned up, removed, and disposed of off-site at the end of each day's work.
25. Staking and Tying: Trees that shall be staked fall into these categories:
 - A. Replacement of missing or damaged stakes where the tree has been planted less than a year ago

- B. In those cases where tree has been damaged and requires staking for support
- C. For new trees or recently planted trees which have not been staked previously

26. Tree Spraying:

- A. Contractor shall be responsible for identifying and treating insect damage, fungus and any other diseases trees under contractors care may develop.
- B. Contractor shall notify the Public Works Landscape Inspector when applying any chemicals or insecticides to any trees under contractors care.
- C. Contractor shall use integrated pest management practices whenever possible. Applying chemicals and insecticides shall be used only if other natural practices have failed.

27. Tree Removals: All trees which are downed or dead by either natural or unnatural causes shall be removed and disposed of off-site. Stumps shall be ground to twelve inches below grade. The hole shall be filled with soil and compacted. Stump removal shall be included in the tree removal operation unit price.

28. Care During Tree Pruning Operations: Surrounding plant material (turf, ground cover, shrubs, and vines) shall be protected during tree maintenance operations. The Contractor shall be responsible for all damage caused by poor procedures. The City will require full and complete repair of the damaged areas and plants.

29. All trees shall have mulch installed around the base once annually or as directed. The mulch will be installed at a depth of 4 inches and will not be piled against the base of the tree. The mulch line will extend at least 12 inches out from the base of the tree and will be level to a depth of 4 inches. Mulch will be installed at grade at the base of the tree and will become deeper as it moves away from the base of the tree ending at a depth of 4 inches.

Shrubs

Shrub maintenance shall be conducted on a bi-weekly basis or as directed by the Public Works Landscape Inspector. All planter areas shall be mulched on an annual basis or as directed by the Public Works Landscape inspector.

- 1. All shrubs and hedges shall be pruned in such a manner that they present a pleasing and as natural as possible appearance and do not obstruct the vision from building windows or the vision of vehicle drivers.

2. All shrubs, hedges, and ground vegetation shall be maintained so the vegetation does not overgrow its designated growth perimeter. Along all walks, overgrowth shall not be over four (4) inches.
3. Whenever shrubs die because of vandalism, or acts of God, the Contractor shall call the Public Works Manager or Public Works Landscape Inspector to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required shrubs. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should shrubs expire due to Contractor's negligence, all replacement charges shall be at Contractor's expense. All damaged, diseased (untreatable) or dead shrubs shall be replaced with the same exact species and size of the existing plant material at no cost to the City.
4. Contractor shall remove any spent blossoms or dead flower stalks as required to present a neat and clean appearance. Sometimes the plant's flower stalks are many in number or part of the plant's character (i.e., Dietes). Coordinate with the City on a plant-by-plant species basis. Planter areas where Pine Trees are planted must be cleared of dry pine needles every two (2) weeks.
5. Shrub mounding shall not exceed eighteen (18) inches in height within areas required for vehicular line-of-sight distance depending upon roadway topography. (The Public Works Landscape Inspector is to be informed by Contractor if the plant material will continually be a problem.)
6. Formally sheared shrub hedges shall be continually maintained in their formal design by shearing and trimming. These shall be specifically designated by the City and shall not infer that any other shrub shall be sheared or trimmed.
7. Shrubs designed to be grown full size shall not be sheared or trimmed. Selective pruning may be necessary to remove dead, diseased, or intertwining material. Shrubs sheared or trimmed, when they are not designed to be so, shall be replaced at Contractor's expense in a size designated by the Public Works Manager or Public Works Landscape Inspector.
8. All shrubs shall be pruned to prevent encroachment onto private property.
9. Pruning Procedures:
 - A. All cuts shall be made sufficiently close to the parent stem so that healing can readily start under normal conditions.

- B. All limbs one inch or greater in diameter shall be "under cut" to prevent splitting and tearing.
 - C. All equipment utilized shall be clean, sharp, and expressly designed for shrub pruning.
 - D. Avoid pruning plants when seasonal bloom is present (i.e., Indian Hawthorne).
10. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
11. Existing shrubs shall be replaced by the Contractor if it is determined by the City that they died due to Contractor's neglect. Replacement shrubs shall be of like kind and size.

Vines

Vine maintenance shall be conducted on a bi-weekly basis.

- 1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
- 2. Nails shall not be used to secure vines on masonry walls.
- 3. Contractor shall deep-water vines in pockets without sprinklers and where required to promote optimum growth.
- 4. Pruning of vines will be in accordance with good horticultural practices.
- 5. Whenever vines die because of vandalism, or acts of God, the Contractor shall notify the Public Works Landscape Inspector to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required vines. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should vines expire due to Contractor's negligence, all replacement charges shall be at Contractor's expense. All damaged, diseased (untreatable) or dead vines shall be replaced with the same exact species and size of the existing plant material at no cost to the City.

Ground Cover

Ground cover maintenance shall be conducted on a bi-weekly basis or as directed by the Public Works Landscape Inspector

1. Contractor shall trim ground cover adjacent to walks, walls, and/or fences as required for general containment to present a neat, clean appearance at four inches maximum from vertical surfaces and six (6) inches back from walk/trail edges and curbs.
2. Contractor shall prevent soil compaction by regularly cultivating bare spots in all ground cover areas on a monthly basis or covering with mulch as directed by the Public Works Landscape Inspector at no additional cost to the City.
3. Any paper or litter that accumulates in ground cover areas shall be picked up daily.
4. Contractor shall keep ground cover trimmed back four inches from all controller units, valve boxes, quick couplers, structures or walls, and private property. Ground covers shall not be allowed to grow up trees, into shrubs, or mix in with vines on walls. Ground cover shall be kept six (6) inches from all other plants.
5. Bare soil areas shall be cultivated a minimum of once per month or mulched at a depth of four (4) inches to prevent erosion and weed growth as directed by the Public Works Landscape Inspector.
6. All ground cover areas shall receive sufficient applications of snail bait at the rate necessary to control the spread of snails. The Public Works Landscape Inspector must approve spray substitutions.
7. Ground cover areas shall be maintained in a manner which will promote the healthy growth of the plant material in a primarily natural state while removing weed infestations.
8. The un-mowed fescue areas may be "mowed" only as often as necessary to control weeds and to maintain the 24-inch maximum height with approval of the Public Works Manager or Public Works Landscape Inspector. In the fall, the seed heads shall be allowed to remain in order to reseed the area and then removed before they change color.
9. Whenever groundcover dies because of vandalism, or acts of God, the Contractor shall call the Public Works Manager or Public Works Landscape Inspector to confirm the vegetation is dead, request authorization for replanting, replant it and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required groundcover. The City will use the quoted extra labor charges and unit prices submitted with the proposal for

reimbursement. Should groundcover expire due to Contractor's negligence, all replacement charges shall be at Contractor's expense. All damaged, diseased (untreatable) or dead vines shall be replaced with the same exact species and size of the existing plant material at no cost to the City.

The scope of work for landscape maintenance shall be completed on a bi-weekly basis. Failure to comply with the scope of work for landscape maintenance shall result in a performance deduction of \$400 per day per incident.

Pest Control and Rodent Control

Unit price for Proposal Item #5 shall be inclusive of the following tasks:

General

1. Contractor shall be responsible for complete and continuous control and/or eradication of all plant pests, diseases and rodent control. The Contractor shall obtain any necessary permits to comply with City, County, State, and Federal regulations or laws.
2. Contractor will assume responsibility and liability for the use of all chemical controls. Pests and diseases shall include, but not be limited to, all insects, aphids, mites, other invertebrates, pathogens, and nematodes. Controls shall include necessary use of integrated pest management systems involving the use of life history information and extensive monitoring. Control shall be through prevention, cultural practices, pesticide applications, exclusion, natural enemies, biological control, and host resistance.
3. All material used shall be in strict accordance and applied within the most current EPA regulations and the California Department of Food and Agricultural Code.
4. City shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with Public Works Manager or Public Works Landscape Inspector. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
5. Application of Pesticides
 - A. Timing: Pesticides shall be applied at times which minimize the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to

avoid making application prior to inclement weather to eliminate potential runoff of treated areas.

Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities for which each area is capable of receiving without runoff.

- B. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Department of Food and Agricultural Code or EPA regulations.
- C. Equipment and Methods: Spray equipment shall be in good operating conditions, quality, and design to apply materials efficiently to the target area. Drift will be minimized by avoiding high-pressure applications and using water-soluble drift agents.
- D. Selection of Materials: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- E. Substitution: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the Public Works Manager or Public Works Landscape Inspector.
- F. Certification of Materials: All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection by the Public Works Manager or Public Works Landscape Inspector.

Pest Control

1. All areas of the landscape shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, and sowbugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
2. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.

- A. The State of California Agricultural Code requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 - B. Application of all pesticides shall be only by a properly State Licensed Pest Control Operator.
 - C. There shall be no application of a pesticide without written permission of the City.
 - D. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued only by the County of Orange Agricultural Commissioner's office.
- 3. Contractor shall start preventative cultural methods before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. Look at new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks, and trunks of shrubs and trees. When ants are present, there will be sucking insects. Control of ants will aid in the control of plant feeding insects. Do not use toxic pesticides to control pests when predatory or parasitic insects are present.
 - 4. Dusty foliage and warm temperatures are indicators of mites. Keep mite populations low by washing or other approved methods to prevent plant injury. Conifers are especially susceptible and often killed by mites.
 - 5. Bark beetles feed in the cambium of scaffold branches and trunks. Older and weaker trees are the first to be infested. Any cause of stress is cause to inspect trees. Look for ants on the ground or in crotches of branches. Also, there may be branches dying. Control adult beetles before they lay eggs on bark in the spring. All trees near one infested the previous year should be sprayed in March and again in May. On-going inspections are necessary to determine if there is a summer brood.
 - 6. Snails shall be controlled before becoming epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails. Control with weekly applications of toxic bait until the youngest brood is gone. The City will not tolerate epidemics of snails.
 - 7. Pruning is an effective prevention of an epidemic of insects and diseases. Pruning away infected parts and disposing of them off-site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, fireblight, and some other blights of foliage.

- A. Some thinning of tree foliage, to provide light and aeration for ground cover, is a type of disease prevention.
 - B. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut.
8. The Contractor shall establish a continuing program to control insects and rodents.
9. With the pest control program, the following information shall be included:
- A. The pest to be controlled
 - B. Method of control
 - C. The product labels
 - D. A schedule as to frequency of control
 - E. Applicable M.S.D.S. Sheets
 - F. All mandatory signage
10. Monthly, the Contractor shall complete a pesticide spray log for any pesticides used and submit the log to the City.
11. When using pesticides, the instructions on the label shall be followed explicitly and special care shall be exercised in application.

Rodent Control

Contractors shall be responsible for controlling all rodents on a continual basis. All turf and landscaped areas shall be maintained free of rodents to include, but are not limited to, gophers, and ground squirrels; and, pests to include, but not limited to, snails, sow bugs, aphids, caterpillars, etc., that could cause damage to any plants, shrubs, ground cover, trees, irrigation systems, facilities or cause erosion.

- 1. All methods employed to perform Rodent Control shall conform to all federal, state, and county environmental regulations.
- 2. Rodent Control shall be performed in accordance with the following criteria:
 - A. All rodents to be controlled shall be identified and feeding habits determined prior to treatment of the area.
 - B. All mounds shall be raked level a minimum of 24 hours prior to treatment.
 - C. Soil shall be checked in the area to be treated to ensure proper soil moisture

exists prior to treatment with treated baits.

- D. All treated bait, traps, and gases used to control rodents shall be placed in the tunnel. Traps shall be covered with soil once inserted into tunnel to prevent vandalism and to ensure public safety.
 - E. All bait containers and/or applicators shall be of the type that will minimize spills.
 - F. All spilled bait shall be picked up or buried immediately.
 - G. All treated areas shall be inspected after treatment for dying animals. Contractor shall remove all dying animals and/or carcasses and dispose of them off-site prior to the end of each workday until area no longer requires further treatment.
 - H. Care should be taken to minimize or control use where domestic pets may come into contact with the poisons. Signage around applied area shall be considered.
3. Exceptions: Contractor shall be allowed to use Strychnine for Rodent control without prior submittal of a written recommendation from a certified Pest Control Advisor when applied in accordance with the following:
- A. All mounds shall be raked level 24 hours prior to treatment with bait. Soil shall be inspected for proper moisture content. Bait shall not be applied to saturated soil. All raked bare soil areas shall be re-seeded upon conclusion of treatment.
 - B. Equipment required for bait application shall consist of a probe, pail, tablespoon, waterproof gloves, respirator, and probing bait run.
 - C. Bait shall be applied in areas where active gophers have created new mounds. Tunnels shall be probed to locate active runs and treated bait shall be applied in amounts specified in product label recommendations.
 - D. All treated bait shall be placed in the tunnel with a tablespoon or probing bait gun. Strychnine of 1.8 percent or higher shall be applied with a probing bait gun only. All holes shall then be covered. All containers shall be of the type to minimize spills. Any spilled bait shall be picked up immediately or buried in gopher hole.
4. Contractor may also, at his cost hire a licensed private pest control company to conduct rodent control in City Parks. Contractor will need to provide to the City company name, address, contact person, contact person's phone number and proper insurance. Any damage caused by private pest control companies shall be repaired at landscape contractor's expense.

Failure to comply with the scope of work for pest/rodent control shall result in a performance deduction of \$400 per day per incident. Extra work for rodent and pest control not included in the extra work proposal schedule shall be completed on a time and materials basis.

Maintenance of Drainage Facilities

The Contractor shall be responsible for continual inspection of surface drains (i.e., bench drains, flow structures, v-ditches), and drain pipes located within landscaped areas and the general park on a weekly basis. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Remove any debris or vegetation which accumulates and prevents proper flow of water. All drain sumps or catch basins and drain lines shall be cleared twice per year. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Public Works Landscape Inspector. Payment for maintenance of these facilities shall be included in the various proposal items and no additional compensation shall be allowed.

Failure to comply with the scope of work for maintenance of drainage facilities shall result in a performance deduction of \$400 per day per incident. Extra work for drainage facility maintenance not included in the extra work proposal schedule shall be conducted on a time and materials basis.

Fertilization

Unit price for Proposal Item #6 is based on a lump sum price and shall be inclusive of the following tasks:

Scheduling

Fertilization will be applied in accordance with FERTILIZER SCHEDULE, or as otherwise directed by the Public Works Landscape Inspector. All applications shall be recorded and specifically identified on the weekly schedule, indicating the fertilizer used, frequency applied and the landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.).

General

Fertilizers shall be inorganic, dry, pelletized formulation. Application shall be in accordance with manufacturer specifications.

Methods of Application

In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which tends to throw material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete and other surfaces caused by his application. Fertilizer shall be applied at manufacturer's recommended rate. Any fertilizer that is applied to non-target areas such as a roadway, sidewalk, parking lot, etc., will be removed immediately by contractor. Absolutely no fertilizer is allowed to enter the storm drain system. Contractor shall choose which methods of removal will work best (i.e.: sweeping or gas powered blower, etc.).

Timing of Application

When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor watering schedule to eliminate runoff or leaching of fertilizer materials.

Trees and Shrubs

Fertilizers, pre-approved by the Public Works Landscape Inspector, shall be applied to trees and shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require deep root feeding or foliar applications to correct iron chlorosis and other micro-nutrient deficiencies.

Landscaped Areas

All landscaped areas shall be fertilized in accordance with the following criteria:

1. All proposed chemical formulations shall be submitted to the City for approval prior to use.
2. All fertilization schedules shall commence with the effective date of the contract then follow the cycles established in the annual schedule.
3. Ground cover areas shall be free of moisture at the time of fertilizer application. Application of the fertilization shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

Soil Tests for Fertilization

Upon request, soil samples for testing shall be taken from landscape locations as determined by the Landscape Inspector.

1. Samples shall be tested at an agricultural soils testing laboratory approved by the Landscape Inspector.
2. Contractor shall pay all costs for testing, taking samples, pickup and delivery to the testing laboratory; all incidentals and no additional payment will be made thereafter.
3. The contractor shall provide a minimum of three (3) agricultural soil test reports per park to the Public Works Manager or Public Works Landscape Inspector.

Ground Cover

Apply fertilizer a minimum of 2 times a year, (March and August) to slope and all ground cover areas with a commercial fertilizer as often as required or as directed to promote a healthy appearance. Water thoroughly to prevent burning. Apply at the rate recommended by the manufacturer that is listed on the package.

Vines

Fertilize all vines with a commercial fertilizer a minimum of twice per year, in March and August, or as needed or directed to promote a healthy appearance. Water the vines thoroughly to prevent burning.

Fertilizing of Turf Grass

1. Apply fertilizers so as to provide sufficient nutrients on a regular basis to keep turf grass in healthy looking condition. Fertilizer will be applied as per the fertilization schedule, or as otherwise directed to maintain an aesthetically pleasing turf grass stand. Type of turf and time of year will determine type of fertilizers used. The frequency of application will greatly depend on amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied will be recorded.
2. Use 6-20-20 starter fertilizer or approved equal at a rate of 1 lb. P and K. per 1,000 square feet during over seeding process until first mowing and subsequently thereafter use 15-15-15 fertilizer or approved equal at the rate of 1 lb. N per 1,000 square feet per month through the winter fertilization period.
3. Winter fertilization period shall begin November 1 and continue until the end of March. A 16-20-20 commercial fertilizer or approved equal shall be required and

applied at the rate specified on the label or as directed by the City.

4. Summer fertilization period shall begin May 15 and continue until the end of September. A 16-6-8 or 16-4-4 commercial fertilizer or approved equal shall be required and applied at the rate specified on the label or as directed by the City.
5. For additional or special applications requested by the City of nutrients (i.e., application of additional nitrogen, iron, calcium or gypsum), the Contractor will be paid extra for the special applications on a time and materials basis.
6. The Contractor shall supply to the City a list of dates and approximate times each proposal area is scheduled for fertilizer application before the Contractor begins fertilization.
7. All proposed changes in formulation shall be submitted to the City for approval prior to use.
8. Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

Turf Fertilization Schedule

The information below represents the required minimum fertilization schedule. Prior to the beginning of work, the Contractor may propose an alternate schedule and/or materials for review by the City. The City, at its sole discretion, may approve some or all of the proposed revisions/substitutions.

FREQUENCY	TYPE AND SOURCE	TIME OF YEAR
2 times per year	15-15-15 Commercial	Winter (October 1 – March 1)
2 times per year	16-6-8 or 16-4-4 Commercial	Summer (May 1 – August 1)
1 time per year	6-20-20 XB + Commercial	September/October at reseedling

Landscaping Fertilization Schedule

FREQUENCY	TYPE AND SOURCE	TIME OF YEAR
2 times per year	40-10-10 Slow Release 4-1-1 w/iron or approved equal	February 1 and August 1

Trees

Trees shall be fertilized and aerated by the Contractor in accordance with the National Arborist Association Standard for Fertilizing Shade and Ornamental Trees, National Arborist Association Standards current edition.

Compliance Inspection

Compliance with fertilization specification will be enforced by application inspections, bag counts, and periodic soil analyses by independent soils laboratory at the discretion of the City..

Failure to comply with the scope of work for fertilization shall result in a performance deduction of \$400 per day per incident. Extra work for fertilization not included in the extra work proposal schedule shall be conducted on a time and materials basis.

Irrigation System Maintenance

Unit price for Proposal Item #7 shall be inclusive of the following tasks:

General

The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to the landscape maintenance area at a rate which closely matches the actual needs of the plant material with no runoff. Contractor shall have the sole responsibility for managing the City's irrigation usage and shall remain within water budgets and tiered rates established by water purveyors.

Should the contractor exceed the established water budget set for each water meter and enter into the excessive or wasteful tiered rates, those overages will be charged against the contractor's monthly maintenance invoice. Exceptions to this requirement will be the renovation and reestablishment periods throughout the year. The City will decide when an overage fee waiver applies.

Irrigation/Operation and Maintenance Scheduled Times

1. Irrigation shall be accomplished in accordance with Contractor-provided schedules. The following irrigation times shall be applied to various types of public facilities.

Parks (Sunday-Thursday) 9:00 p.m. to 6:00 a.m.

Manual Irrigation

9:00 a.m. to 3:00 p.m.

Failure to adjust irrigation controllers to comply with designated watering windows and Contractor-provided schedules will result in a Performance Deficiency Reduction.

2. Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall, and shall recommend appropriate changes in duration of watering cycles.
3. Special watering required during daytime hours such as after over seeding, fertilization, during periods of extreme dryness or heat or during manual irrigation cycles shall be conducted in accordance with the following criteria:
 - A. There shall be minimal drift onto private property or roadways caused from the wind.
 - B. There shall be no interference with sports field activities or other special activities.
 - C. There shall be irrigation personnel present at each location until watering cycle is completed.
4. Contractor shall respond within two (2) hours of any request by the Public Works Landscape Inspector to turn on/off irrigation systems, particularly in respect to rainfall . All parks are equipped with Calsense smart controllers. It is the Contractor's responsibility to maintain the system so that it is consistently running at peak operating conditions. The Contractor is required to input extensive information, including but not limited to, soil types, plant types, and square footage per station at each controller.
5. All damages resulting from under or over watering shall be repaired at the Contractor's expense.

Operation/Repair

1. The entire irrigation system, including all components from connection at meters, shall be maintained in an operational state at all times. This coverage shall include, but not be limited to, the following: all controllers and remote control valves; gate valves, ball valves, and backflow devices; main and lateral lines; pumps; sprinkler heads; moisture sensing devices; and all related equipment. Contractor is required to notify the Public Works Manager and/or the Public Works Landscape Inspector of mainline failures within twelve (12) hours of occurrence. The Contractor is

responsible to inform the water purveyors of breaks and acts of vandalism in the irrigation system. It is also the Contractor's responsibility to discuss possible rebates that may be obtained/owed due to breaks or acts of vandalism with the water purveyors and to inform the City for possible reimbursement.

2. All irrigation systems shall be tested and inspected a minimum of once every week (excluding Saturday and Sunday) and a written report shall be submitted biweekly in accordance with the schedule submitted at the start of the contract showing the location, day of week, and time of day that each system was tested. Any changes shall be submitted for approval prior to enactment. Failure to inspect irrigation systems within the required timeframes shall result in a performance deduction.
3. All systems shall be adjusted in order to:
 - A. Provide adequate coverage of all landscape areas.
 - B. Prevent runoff and/or erosion.
 - C. Prevent watering roadways, facilities such as tennis, basketball or handball courts, walkways, trails, fences, and private property.
 - D. Match precipitation rates.
 - E. Limit evapotranspiration loss using State of California ET area ratings.
 - F. Limit hazardous conditions.
 - G. Contractor will adjust or clean as necessary all sprinkler heads, quick couplers, or valves to continue operation of maximum efficiency and performance.
 - H. Sprinkler heads shall be kept clear of overgrowth, which may obstruct maximum operation. Chemical edging around turf heads will not be permitted. Raising heads or lowering grade and reseeding are options to keeping head height in the correct position for maximum effectiveness.
 - I. Contractor will keep system in adjustment by valve or head adjustment to keep all systems operating at manufacturer's recommended operating pressures. This shall be accomplished by valve throttling and pressure gauging. At all times, the valves should be throttled to prevent sprinkler heads from fogging, allowing droplets for effective watering. At any time, the Public Works Manager or Public Works Landscape Inspector may request a coverage test to evaluate proper settings, timing, usage, or maintenance of system.

4. All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken.
5. In addition to weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily if necessary:
 - A. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twelve (12) hours of receipt of written notice.
 - B. Correct deficient irrigation systems and equipment as necessary following notification from the Public Works Manager or Public Works Landscape Inspector. The Contractor shall turn off irrigation systems immediately as directed during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 - C. Once the City representative acknowledges the necessity to turn on the water once again, all controllers shall be activated within twelve (12) hours.
6. Adjustment, damage, and repairs shall be divided into the following categories and actions:
 - A. Any repairs made by the Contractor will be in accordance with the original details. At no time shall contractor install irrigation heads other than what is on-site at the time of inspection. (i.e.: Rainbird irrigation heads will not be installed where Hunter irrigation heads are the uniform irrigation head.) Failure to comply with this issue will result in a performance deduction issued once every day until mismatched irrigation heads are removed and the proper heads are installed. Contractor shall keep an adequate supply of replacement heads on repair vehicle at all times. Contractor shall make repairs immediately using "like" materials to maintain uniformity and to match application rates. Contractor shall replace, at his cost, any irrigation heads installed improperly or heads that do not match existing or "like" heads.
 - B. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
 - C. Repairs to the system caused by conditions under which the Contractor does not have direct control shall be done by others or paid for by the City. Repairs under this category shall be "extra work" and are as follows:

- 1) Theft (missing heads)
- 2) Storm damage (Acts of God)
- 3) Damage by others
- 4) Malfunctions to automatic controller, remote control valves, or pressure lines

D. Damage and repairs shall be divided as follows:

- 1) Minor repairs shall include, but not be limited to, all irrigation components from, and including, the valve to lateral line and heads/emitters, replacement of adjusting pins, friction collars, washers, trip assemblies, tubing, and other small parts. The cost for minor repairs shall be included in the costs for operations and maintenance of the irrigation system.
- 2) Major repairs shall include all items before the automatic control valve including but not limited to backflow devices, pressure regulators, and mainline control wire (except as previously noted). The cost for major repairs, except as noted, will be considered extra services based on the contract labor and unit cost.

E. Repairs to the irrigation system shall be completed within 12 hours after approval of the Irrigation Materials Request Form by Public Works Manager or Public Works Landscape Inspector for major component damage such as broken irrigation mainlines.

F. Contractor shall be responsible for adjusting height of sprinkler risers necessary to compensate for growth of plant material. If pop-ups are used, adjust pop-up height and do not convert to a riser.

G. The Contractor will guarantee work performed by the Contractor for a period of one year.

H. Until the ground cover plantings are established, care shall be exercised to minimize silting of walks from soil erosion by the use of proper irrigation programming. The Contractor shall use repeat cycles to eliminate run-off.

I. Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from monthly payments will be presented to the Contractor by the City.

J. The Public Works Manager or Public Works Landscape Inspector will do spot inspections to check the accuracy of the Contractor's maintenance reports. If

discrepancies are found, the Contractor will have twenty-four (24) consecutive hours to correct problems. While the Contractor is correcting problems in unsatisfactory areas, the specified level of service will be maintained in all other aspects of this Contract.

- K. The Contractor shall adjust sprinkler heads and valve boxes to the level of the ground surface as necessary or when instructed by the Public Works Manager or Public Works Landscape Inspector.
- L. Control valves, sprinklers, and direct burial control wires shall be located and repaired by the Contractor.
- M. The Contractor shall be responsible for properly removing control clocks needing repair, marking station wires, delivering clocks for repairs to a City- approved repair facility, and reinstalling the control clock with station wires in the original order as found. If repairs encountered will take more than two (2) working days to correct, the Contractor will install a temporary controller, supplied by the Contractor, until the permanent controller can be repaired.
- N. When sprinkler systems are out of service due to the Contractor's neglect, the Contractor shall be required to water by hand or other means in accordance with plant and vegetation needs. This shall not be an extra labor charge.
- O. When rain occurs or is in the forecast with some certainty, all sprinkler system controllers shall be turned off by the Contractor's personnel. The Contractor will notify the City before the turn-off process starts and when the turn-off process is completed. The Public Works Manager or Public Works Landscape Inspector will confer with the Contractor when the sprinkler system controllers are to be turned back on.
- P. The Contractor shall be held responsible for damage done to sprinkler heads and valves due to careless operation of vehicles and lawn mowers.

7. Personnel

- A. The Contractor shall provide personnel fully trained in all phases of landscape irrigation system operation, maintenance, adjustments, and repair; in all types of components to include irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City. Strong working knowledge in Calsense irrigation systems is required.
- B. The Contractor shall provide personnel knowledgeable of, and proficient in,

current water management practices, with the capability of working with City staff in implementing more advanced water management strategies. Water management is a complex concept. It is not simply adjusting watering cycles and/or irrigation components. It requires adjusting the aforementioned components and maintaining proper soil moisture taking into consideration type, condition, and inclination of that soil.

- C. The Contractor shall provide personnel capable of verbal and written communication in a professional level of English.

8. Materials

- A. All replacement materials are to be with original types and models unless the Public Works Manager or Public Works Landscape Inspector approves a substitute.
- B. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- C. Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- D. The actual cost of all material passed on to the City shall be wholesale cost of the material.
 - 1) The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discount available.
 - 2) At no time shall the cost of materials exceed the retail cost from the current price list, minus the discount rates quoted in the proposal.
 - 3) The total cost of materials shall include the following:
 - a. Wholesale cost (retail costs minus Contractor's discount), as stated above.
 - b. A markup of 15% maximum for all overhead costs and profits
 - c. Taxes should not be included in the cost proposal.
- E. All materials are to be new and identical to existing materials, unless directed otherwise by the Public Works Manager or Public Works Landscape Inspector.

9. Invoicing

- A. Since all normally anticipated labor costs are to be included in the contract amount, emergency call-outs after working hours will be considered extra work compensation. This type of work shall be defined as "extra work".

- B. Irrigation Repair Invoices shall be organized according to controller number and submitted on a monthly basis to reflect work carried out via the irrigation management sheet.

10. Water Management

- A. All systems shall be programmed weekly and/or as needed to maintain healthy plant material and landscape.
- B. All program changes shall be recorded on an Irrigation Management Form.
- C. Weekly water meter reading for each system shall be submitted on a monthly report by the 10th of the following month.
- D. The watering schedule will be established and programmed by the Contractor. Application rates will be based on the amount the planting areas are capable of receiving without excessive run-off. The irrigation system schedule shall be monitored and adjusted accordingly to maintain an efficient use of water being applied.
- E. In determining rates of application, soil type, topography, and weather conditions will be taken into consideration. The project sites are equipped with an automatic system, which provides for repeat cycles, applying water over shorter periods of time that will allow for proper infiltration and thereby minimize run-off.
- F. The irrigation system will be physically observed a minimum of once per week (excluding Saturday and Sunday) to keep the system operating at an optimum level of efficiency.
- G. Particular observation shall be paid to all slope areas, which will by physical nature, provide for greatest potential run-off.
- H. Contractor will be responsible for hand watering any areas not provided with an irrigation system.
- I. In those areas where a drip/water saver system is used, the Contractor will be required to hose off or wash dust/soot off plant material bi-weekly or more often as required or directed to prevent plant damage.
- J. Contractor shall submit to the Public Works Manager or Public Works Landscape Inspector a copy of the irrigation schedule for each controller .

- K. Contractor shall create coverage maps for each controller and place a copy at each controller site. Contractor shall also provide a copy of the maps to the City.
- L. Contractor will be expected to use minimal amount of water in all areas, but maintain healthy plant growth.
- M. Where moisture-sensing devices are used, a continual monitoring will be made to assure units are functioning properly. If malfunction is noted, the Public Works Manager or Public Works Landscape Inspector will be notified immediately.
- N. Automatic controllers will be kept locked at all times.
- O. All non-stainless steel controller enclosures must be painted as needed to maintain a good appearance. The Public Works Manager or Public Works Landscape Inspector will determine color. New enclosures shall be made of stainless steel.
- P. Contractor will maintain an active "site schedule" in each controller enclosure. Any changes made in the field or to the current program will be documented on the site schedule to ensure the most recent, active schedule is represented upon review by Public Works Manager or Public Works Landscape Inspector.
- Q. Contractor shall have the ultimate responsibility for managing the City's irrigation system in each park to ensure that water usage does not exceed established water budgets for each water meter as established by water purveyors. Penalties for water usage, which exceeds the base rate, shall be deducted from the contractor's monthly invoice.

Failure to comply with the scope of work for irrigation system maintenance shall result in a performance deduction of \$400 per day per incident.

GUARANTEE AND/OR REPLACEMENT POLICY

The contractor has the ultimate responsibility to ensure that all landscaping and turf grass is maintained in healthy and aesthetically pleasing condition at all times. All new plant material and irrigation installations shall be guaranteed for a period of one calendar year except due to "Acts of God", i.e., damage or death of plant material due to wind, storm, vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor at the Contractor's expense, if it is determined by Public Works Manager or Public Works Landscape Inspector that they died due to Contractor's negligence. All existing plant material that dies as a result of contractor negligence shall be replaced at the

Contractor's expense. All irrigation system components that fail or break as a result of contractor negligence shall be replaced by the contractor at his expense.

LANDFILL DIVERSION

Contractor shall be responsible for the recycling of all green waste generated from maintenance operations within the City. Green wastes shall be diverted from County Landfill to an approved reclamation site and processed for recycling.

Contractor shall submit a Landfill Diversion Report on a monthly basis to the City. Reports shall be filled out in full including the name and location of the facility and the quantities of materials on a monthly basis.

VILLAGE POND PARK REQUIREMENTS

1. Remove all bird waste from picnic tables two (2) times per week. Removal days shall be Monday and Friday. Contractor shall also wash all park amenities weekly (including , but not limited to, benches, picnic tables, backflows, controller enclosures, trash enclosures).
2. Report any bird eggs found on site to the Public Works Landscape Inspector upon discovery.
3. Report any dead or injured birds to the Public Works Landscape Inspector upon discovery.
4. Report any damage or extreme wear to pond pump to the Public Works Landscape Inspector upon discovery.
5. Contractor will need to monitor the water level of the pond to ensure that it is at an appropriate level for the pond aeration and pumping equipment to work efficiently and to prevent water from entering the overflow catch basin at the end of the pond.
Failure to comply with these requirements shall result in a performance deduction of \$400 per day per incident.

GENERAL PROVISIONS

Minimum Staffing Requirements

Contractor shall provide the following staffing levels to service this contract:

One (1) Supervisor/Superintendent
Two (2) Irrigators

Two (2) Irrigator Assistants

Two (2) Foremen

Twelve (12) Laborers

Contractor shall provide one (1) additional maintenance worker 40-hours per week at Etnies Skatepark.

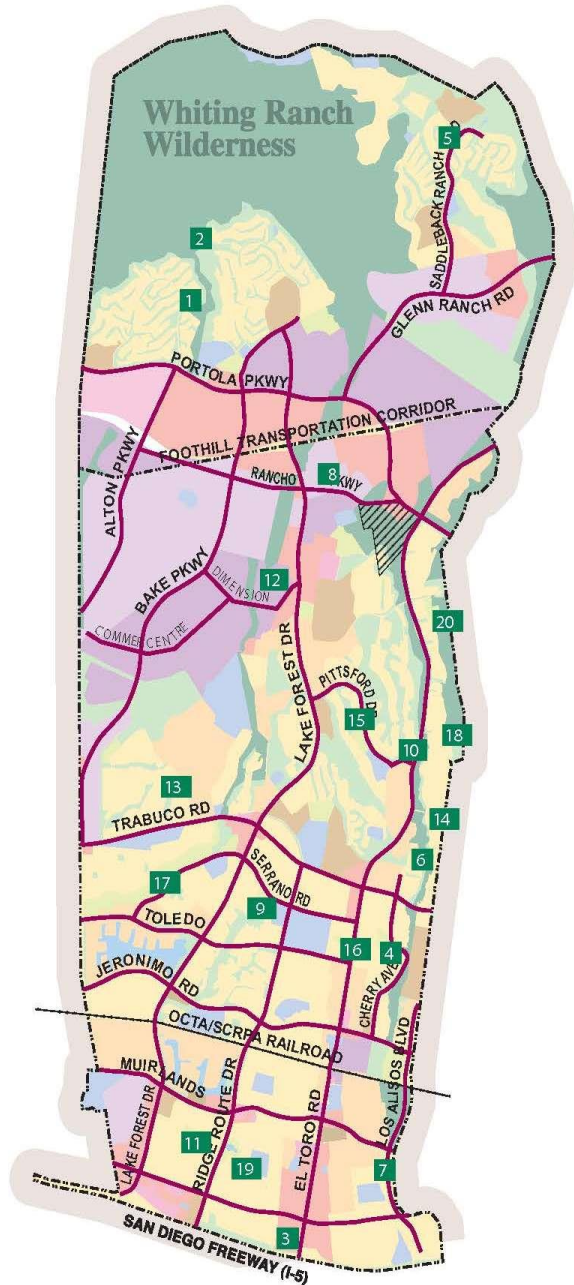
All contract personnel shall wear company uniforms that clearly identify each maintenance worker assigned to the City's park system. **Failure to comply with these requirements shall result in a performance deduction of \$400 per day per person.**

Completion of Extra Work

Extra work shall not be completed by maintenance crews. The Contractor shall provide separate crews to provide all extra work. Failure to comply with these requirements shall result in a performance deduction of \$400 per day per incident. Contractor shall provide a written cost proposal for all repairs and improvements with the exception of irrigation system repairs. Upon approval, the Public Works Maintenance Manager or his designee shall issue a Notice to Proceed for the improvement/repair work and that work shall be completed by a specified date. Failure to complete all repairs and/or improvements by the specified completion date in the Notice to Proceed shall result in a 10% reduction in the cost proposal for that work.

City of Lake Forest Map of Passive Parks

City Of Lake Forest



CITY PASSIVE PARKS

- 1 Alton Park
18992 Alton Parkway
- 2 Borrego Overlook Park
21 Viaggio Lane
- 3 Cavanaugh Mini Park
23782 Cavanaugh Road
- 4 Cherry Park
22651 Cherry Avenue
- 5 Concourse Park
18931 Saddleback Ranch Road
- 6 Darrin Park
22461 Cherry Avenue
- 7 El Toro Park
23701 Los Alisos Boulevard
- 8 Etnies Skatepark of Lake Forest
20028 Lake Forest Drive
- 9 Lake Forest Park
24000 Serrano Road
- 10 Montbury Park
21962 Montbury Drive
- 11 Mountain View Park
24061 Dylan Street
- 12 Nature Park
26215 Dimension Drive
- 13 Peachwood Park
21132 Peachwood
- 14 Pebble Creek Park
26441 Pebble Creek Road
- 15 Pittsford Park
21701 Pittsford Drive
- 16 Ranchwood Park
22500 Killy Street
- 17 Serrano Creek Park
25101 Serrano Road
- 18 Sundowner Park
22041 Sundowners Lane
- 19 Village Pond Park
23102 Ridge Route Drive
- 20 Vintage Park
21000 Vintage Street

Acres	Barbecues	Baseball	Baseball	Multi-Use Fields	Picnic	Playground	Restrooms	Soccer	Tennis Court	Walking Path
2.3	4	1	hc			9	1			
1.6	3					5	1			
0.2		1	hc			1	1			
4.5	3	1	hc			9	1			
7	2	1	hc	1	4	2	1			1
3.1	6	1	hc			11	1			
10	2			1	7	1	1		2	L
5.3					3		1			
2.3						1				
3.5	1					2				
5.3	2	1	fc	1	9	2	1		2	L
4.5					7					1
2.7					5	1				
1.9					1	1				
10	2				8	2	1		2	1
1.9		1	hc			1				
44	3				13	1	1			1
0.8	1				2	1				
4.7					3					
4.8	5	1	fc		11	1				

• fc full court • L lights
• hc half court • s shelter

EXHIBIT "B"
SCHEDULE OF SERVICES

Contractor shall complete the services identified in Exhibit "A" above at the direction of the City.

EXHIBIT "C" COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.

COST PROPOSAL SCHEDULE A PARK MAINTENANCE

The Contractor's monthly maintenance cost proposal in Schedule A shall include the following as defined and described in Exhibit "A" Scope of Maintenance Services: general and daily maintenance; weekly weed control, turf grass maintenance, and irrigation maintenance; bi-weekly landscape maintenance; monthly pest and rodent control; and, fertilization.

ITEM NO.	DESCRIPTION	MONTHLY COST PROPOSAL	UNIT	EXTENDED ANNUAL COST PROPOSAL
A1	ALTON PARK 18992 Alton Parkway	\$	12	\$
A2	BORREGO OVERLOOK PARK 21 Viaggio Lane	\$	12	\$
A3	CAVANAUGH MINI PARK 23782 Cavanaugh Road	\$	12	\$
A4	CHERRY PARK 22651 Cherry Avenue	\$	12	\$
A5	CONCOURSE PARK 18931 Saddleback Ranch Road	\$	12	\$
A6	DARRIN PARK 22461 Cherry Avenue	\$	12	\$
A7	EL TORO PARK 23701 Los Alisos Boulevard	\$	12	\$
A8	ETNIES SKATEPARK OF LAKE FOREST 20028 Lake Forest Drive	\$	12	\$
A9	LAKE FOREST PARK 24000 Serrano Road	\$	12	\$
A10	MONTBURY PARK 21962 Montbury Drive	\$	12	\$
A11	MOUNTAIN VIEW PARK 24061 Dylan Street	\$	12	\$
A12	NATURE PARK 26215 Dimension Drive	\$	12	\$

ITEM NO.	DESCRIPTION	MONTHLY COST PROPOSAL	UNIT	EXTENDED ANNUAL COST PROPOSAL
A13	PEACHWOOD PARK 21132 Peachwood	\$	12	\$
A14	PEBBLE CREEK PARK 26441 Pebble Creek Road	\$	12	\$
A15	PITTSFORD PARK 21701 Pittsford Drive	\$	12	\$
A16	RANCHWOOD PARK 22500 Killy Street	\$	12	\$
A17	SERRANO CREEK PARK 25101 Serrano Road	\$	12	\$
A18	SUNDOWNER PARK 22041 Sundowner Lane	\$	12	\$
A19	VILLAGE POND PARK 23102 Ridge Route Drive	\$	12	\$
A20	VINTAGE PARK 21000 Vintage Street	\$	12	\$
TOTAL PROPOSAL SCHEDULE A:				\$

**COST PROPOSAL SCHEDULE B
IRRIGATION SYSTEM MAINTENANCE/REPAIR PARTS**

ITEM NO.	DESCRIPTION	UNIT PRICE (EACH)	UNIT	EXTENDED ANNUAL TOTAL
B1	Hunter I-40 Pop Up	\$	200	\$
B2	Hunter I-25 Pop Up	\$	200	\$
B3	Hunter I-20 Pop Up	\$	200	\$
B4	Hunter I-10	\$	200	\$
B5	Hunter PGH 12" Pop Up	\$	200	\$
B6	Hunter PGP ADJ Pop Up	\$	200	\$
B7	Rain Bird 1804 SAM PRS W/Van Nozzle	\$	200	\$
B8	Rain Bird 1806 SAM PRS W/Van Nozzle	\$	200	\$
B9	Rain Bird 1812 SAM PRS W/Van Nozzle	\$	75	\$
B10	Rain Bird 1" RCV GB Series	\$	10	\$
B11	Rain Bird 1-1/2" RCV GB Series	\$	10	\$
B12	Rain Bird 2" RCV GB Series	\$	10	\$
B13	Superior 3" Non Pressure Regulating Brass Valve	\$	10	\$
B14	Rain Bird 3/4 3-RC Quick Coupling Valve	\$	10	\$
B15	Rain Bird 1" 44-RC Quick Coupling Valve	\$	10	\$
B16	Plastic/Rectangular RCV Box W/Lid	\$	50	\$
B17	Plastic/Round QCV Box W/Lid	\$	50	\$
B18	Rain Bird 1" Valve Replacement Diaphragm	\$	50	\$
B19	Rain Bird 1-1/2 " Valve Replacement Diaphragm	\$	50	\$
B20	Rain Bird RCV Replacement Solenoid	\$	50	\$

TOTAL PROPOSAL SCHEDULE B:				\$
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**COST PROPOSAL SCHEDULE C
PLANT MATERIAL INSTALLED**

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	EXTENDED ANNUAL TOTAL
C1	Annual Color	\$ (Per Flat)	100	\$
C2	Ground Cover	\$ (Per Flat)	100	\$
C3	One (1) Gallon Shrub	\$ (Each)	100	\$
C4	Five (5) Gallon Shrub	\$ (Each)	100	\$
C5	Fifteen (15) Gallon Shrub	\$ (Each)	100	\$
C6	Fifteen (15) Gallon Tree W/Stakes and Ties	\$ (Each)	100	\$
C7	Twenty-Four (24) inch Box Tree W/Stakes and Ties	\$ (Each)	100	\$
C8	Thirty-Six (36) Inch Box Tree W/Stakes and Ties	\$ (Each)	100	\$
C9	Tree Trimming Per ASA Standards All Sizes	\$ (Each)	100	\$
C10	Tree Removals All Sizes	\$ (Each)	100	\$
C11	Install Mulch	\$ (Yard)	1,000	\$
C12	Rototill	\$ (Sq Feet)	1,000	\$
C13	Soil Test	\$ (Each)	100	\$
C14	Mechanical Trenching	\$ (Linear Feet)	1,000	\$
TOTAL PROPOSAL SCHEDULE C:				\$

COST PROPOSAL SCHEDULE D EXTRA WORK

Extra Work is defined as any work that is not included in the monthly proposal cost as described in the proposal and Exhibit A Maintenance Scope of Work. Extra work can include, but is not limited to, certain types of irrigation repairs; certain types of repair and replacement of picnic tables, trash enclosures, gazebos, restroom facilities, doggy bag containers and other park appurtenances and facilities; and, furnishing and installing new equipment, including but not limited to, park furniture, drinking fountains, BBQ's, backflows, storm drain lids and covers, playground fibers and other equipment and/or material as necessary or as directed.

The total budgeted amount for extra work that shall be included in the proposal total cost under Schedule B is \$50,000. This is in addition to the monthly maintenance costs and irrigation and plant costs (Schedules A, B and C). The proposal cost shall be the total annual cost of these four (4) Schedules.

ITEM NO.	DESCRIPTION	MONTHLY COST PROPOSAL	UNIT	EXTENDED ANNUAL COST PROPOSAL
B1	Fixed Annual Cost	\$ -----	-----	\$50,000
TOTAL PROPOSAL SCHEDULE D:				\$50,000

TOTAL OF ALL COST PROPOSAL SCHEDULES A, B, C AND D:	\$
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APPENDIX A

INSURANCE REQUIREMENTS

1.1 Insurance. [CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE]

1.1.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.***]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]

(E) Pollution Liability:

Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

1.1.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability **[INSERT "and 3.2.10.2(E), Pollution Liability"; OTHERWISE, ALWAYS DELETE]**, shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.10.2(B) Automobile Liability, and Section 3.2.10.2(D) Professional Liability, shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

1.1.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

1.1.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies. Consultant shall provide to City satisfactory evidence as required under Section 3.2.10.1 of this Agreement.

APPENDIX B
SUMMARY SHEET

The Summary Sheet is accessible electronically on the City's website at:
www.lakeforestca.gov/services/businesses/proposals.asp

First Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of Years in Existence: _____

Management Contact (person responsible for direct contact with the City of Lake Forest and services required for this Request for Qualifications):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Type of services performed by the firm: _____

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF LAKE FOREST

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated February 3, 2015 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated February 3, 2015.
5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from March 4, 2015.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

APPENDIX D

EVALUATION PROCEDURES

A. Selection Committee

Proposals submitted will be evaluated by a Selection Committee, appointed by the City Manager.

B. Review of Proposals

The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C1 below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.

After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C2, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the six (6) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable. The sealed Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. A summary of all Project Proposals, qualifying on the basis of the qualitative review and interview, will be submitted, along with a summary of their respective Cost Proposals, to the City Council for final determination.

C. Project Proposal Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- a. The firm is independent and properly licensed to practice in California.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- c. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.
- d. The firm included a Letter of Transmittal in the Project Proposal.

2. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

- a. Expertise and Experience (40 points)
 - i. The firm's past experience and performance on comparable private/government engagements.
 - ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
 - iii. References relative to personnel assigned to this project.
 - iv. Understanding of work to be done.
 - v. Firm's statement on why it believes itself to be best qualified.
- b. Scope of Work (30 points)
 - i. Response to all items.
 - ii. Additional information.

c. Allocation of Resources (30 points)

- i. Appropriateness of services to the requirements of the City.
- ii. Distinguishing features, skills and/or services.

D. Oral Presentations/Interviews

During the evaluation process, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Oral presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's Project Proposal.

At the conclusion of each of the interviews, the Purchasing Coordinator shall offer each interviewed firm the opportunity to submit a "best and final" cost proposal. The intent of this step is not to require the Project Manager to enter into contract negotiations but rather is intended to provide each firm an opportunity to refine its cost proposal subsequent to oral presentations. Each firm will have five (5) calendar days from the date of the interview to submit a "best and final" cost proposal, or indicate in writing that its original cost proposal is to be opened and reviewed.

The maximum points assigned to interviews shall be 100 points, the same number as the qualitative proposal. The equal point spread between the qualitative proposal and the interview is intended to balance a firm's written representation with their in-person representation of both personnel and end products. In addition, the interview process is a valuable tool to assess the communication skills and professional demeanor of proposed project personnel. The interview score is arrived at independently from the qualitative proposal score and the two may differ significantly. The interview portion allows staff greater flexibility to choose a qualified firm with strong communication skills and technical expertise.

E. Cost Proposal Evaluation

The Cost Proposal, either the originally submitted proposal or "best and final" proposal, is opened for each firm who has received an average score of at least 70 points after the qualitative review and the oral presentation. The Cost Proposal of the top ranked firm is evaluated to

determine if it is reasonable. The primary tests of reasonableness are comparison to the City's estimated project cost and the City's project budget. Additional factors include prior experience, comparative costs in neighboring or other relevant communities, professional judgment and comparison to the costs submitted by qualified vendors for the proposed project. Cost proposals remain confidential and are not disclosed to proposers during the proposal process.

F. Final Selection

The Selection Committee will recommend a firm for selection to the Department Director named in Section 1 of the RFP. The Agreement must be fully executed by the firm prior to Department Director recommendation for contract award to the City Council. The City, through the Department Director, reserves the right to negotiate the price, terms and scope of work with the successful proposer prior to making a recommendation to the City Council.

APPENDIX E

CONTRACTOR/CONSULTANT/VENDOR ASSESSMENT

CONTRACTOR/CONSULTANT/VENDOR: _____ REVIEW DATE: _____
PROJECT/SERVICE: _____
CONTRACT TERM: _____
REVIEW TYPE: ANNUAL BUDGET <input type="checkbox"/> PROJECT COMPLETION <input type="checkbox"/> AMENDMENT <input type="checkbox"/>

BUDGET TRACKING: ORIGINAL CONTRACT DOLLAR AMOUNT: \$ _____ ESTIMATED CONTRACT DOLLAR AMOUNT: ACTUAL: \$ _____ PROJECTED: \$ _____ CUMMULATIVE FISCAL YEAR EXPENDITURES: \$ _____ COMMENTS: _____ _____ _____ _____
--

PERFORMANCE OF SCOPE OF SERVICES	
	Unsatisfied (1) - Very Satisfied (5)
How effectively did the vendor communicate with the City regarding the project? Communication includes regular progress updates, recommendations, and concerns/issues.	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
Did the firm individual(s) assigned to do the work meet the City's expectations?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
How knowledgeable was the vendor regarding the service or project?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
How is the vendor ranked overall for quality performance?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
Did the vendor comply with the terms of the agreement?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
Overall Rating	<input type="checkbox"/> Unsatisfied <input type="checkbox"/> Satisfied <input type="checkbox"/> Very Satisfied <input type="checkbox"/> N/A

TIMELINESS	
	Unsatisfied (1) - Very Satisfied (5)
How well did the vendor follow the schedule established at the beginning of the project?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
Did the vendor complete the project on time?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
Were invoices submitted in a timely manner?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A

Overall Rating	<input type="checkbox"/> Unsatisfied <input type="checkbox"/> Satisfied <input type="checkbox"/> Very Satisfied <input type="checkbox"/> N/A
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BUDGET PERFORMANCE	
	Unsatisfied (1) - Very Satisfied (5)
Did the vendor complete the project on budget?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
How accurate were the invoices submitted to the City?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
If additional funds were requested (increased compensation), was the vendor able to provide justification for the increase?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
Overall Rating	<input type="checkbox"/> Unsatisfied <input type="checkbox"/> Satisfied <input type="checkbox"/> Very Satisfied <input type="checkbox"/> N/A

CUSTOMER SERVICE	
	Unsatisfied (1) - Very Satisfied (5)
How prompt was the vendor in responding to City inquiries?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
How consistent and clear was the vendor's communications with City staff?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
How proactive was the vendor in addressing problems or concerns regarding the product or service?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
How courteous, professional, and responsive was the vendor in dealing with the City, sub-consultants, and the community?	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> N/A
Overall Rating	<input type="checkbox"/> Unsatisfied <input type="checkbox"/> Satisfied <input type="checkbox"/> Very Satisfied <input type="checkbox"/> N/A

Additional Comments:			
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Project Manager	Date	Department Director	Date